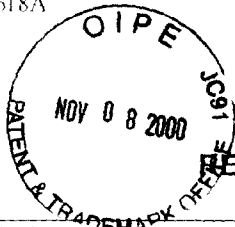


11-29-2000



101531062

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



Handwritten: **11/8/00**

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK
REEL: 002181 FRAME: 0320**

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (202) 457-6030

Name

Deborah M. Lodge, Esquire

Address (line 1)

Patton Boggs LLP

Address (line 2)

2550 M Street, N.W.

Address (line 3)

Washington, D.C. 20037-1350

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

25

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75736321

75409765

75409970

2046698

1760944

1803880

75572300

75600597

75665748

1760758

1779806

1861440

1788358

1970567

1949713

Number of Properties

Enter the total number of properties involved.

#

82

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

2065.00

Method of Payment:

Enclosed



Deposit Account



Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes



No

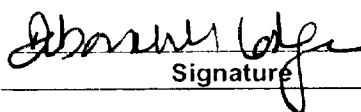


Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Deborah M. Lodge

Name of Person Signing



Signature

11/8/2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

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☐ Other

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Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

1781642	1978921	1859892
1855331	2173959	2290417
2197341	2189966	2197491
2005202	2196686	2202258
2192902	2192907	2082038
2032961	1858235	1856387
1864363	0893965	1220504

RECORDATION FORM COVER SHEET
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☒

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1284847	1337518	1501838
0798686	0218757	0226819
1020766	0740219	1941813
2076439	1493123	1673167
2247388	2273651	2298808
2230774	2284839	2356633
2261106	2312581	2309969

RECORDATION FORM COVER SHEET
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U.S. Department of Commerce
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TRADEMARK

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Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐

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☐

General Partnership

☐

Limited Partnership

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Corporation

☐

Association

☐

Other

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Citizenship State of Incorporation/Organization

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Individual

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Limited Partnership

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Corporation

☐

Association

☐

Other

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Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

2327369	2356227	2361525
2363890	2346355	0873563
2314778	2316801	2314779
2321861	0973692	1151427
0510446	0066521	0504266
0513994	0964497	0533069
0816443	1614506	1160195

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☒

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1174452	1207788	1219647
1197086		

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated September 1, 2000, is by and between SERGEANT'S PET CARE PRODUCTS, INC., a Nevada corporation ("Debtor"), with its chief executive office at 3131 McKinney, Suite 200, Dallas, Texas 75204, care of Sowell & Co. and CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation ("Secured Party"), having an office at 1201 Main Street, Suite 1625, Dallas, Texas 75202.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor have entered or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated September 1, 2000, by and between Secured Party and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. **GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark

9090.100:127862.02

Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the best of Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to

maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, to the extent such Collateral is necessary to the conduct of Debtor's business. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) To the best of Debtor's knowledge, as of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) From and after the occurrence and during the continuance of an Event of Default. Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to

Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks which are material to Debtor's operations may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Other than as disclosed in the Purchase Agreement (as such term is defined in the Loan Agreement), no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark which are material to Debtor's operations or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against

any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement, but shall not be applicable to actions taken by Secured Party after foreclosure or as a result of gross negligence or willful misconduct.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of

intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) From and after the occurrence of and during the continuance of an Event of Default, in addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto,

whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Texas (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the State of Texas and the United States District Court for the Northern District of Texas and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-

appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Sergeant's Pet Care Products, Inc. c/o Sowell & Co. 3131 Mckinney, Suite 200 Dallas, Texas 75204
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Attention:	Alan D. Brown
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If to Secured Party:	Congress Financial Corporation (Southwest) 1201 Main Street, Suite 1625 Dallas, Texas 75202
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Attention:	Michael R. Sheff
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(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SERGEANT'S PET CARE PRODUCTS, INC.

By: 

Alan D. Brown
Chairman of the Board

CONGRESS FINANCIAL CORPORATION
(SOUTHWEST)

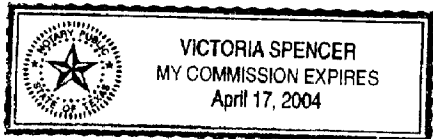
By: 

Michael R. Sheff
Senior Vice President

9090.100:127862

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

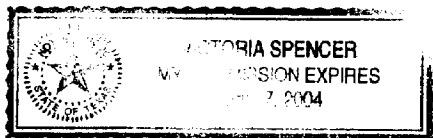
On this 1st day of September, 2000, before me personally came Alan D. Brown, to me known, who being duly sworn, did depose and say, that he is the Chairman of the Board of SERGEANT'S PET CARE PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Vict Sma
Notary Public

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

On this 1st day of September, 2000, before me personally came Michael R. Sheff, to me known, who, being duly sworn, did depose and say, that he is the Senior Vice President of CONGRESS FINANCIAL CORPORATION (SOUTHWEST), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Vict Sma
Notary Public

9090.100:127862

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

**Sergeant's Pet Care Products, Inc.
United States Trademark List**

Country	Mark	Status	App. / Reg. No.	Expire Date	Maintenance Action Due to Avoid Early Cancellation	Maintenance Action Due Date	Applicant/Holder of Record	Int'l Class	Goods
United States	FELINE URI-HEALTH	Pending	75/736,321				Sergeant's Pet Products, Inc.	5	Nutritional supplement for pets.
United States	PET (CENT SYMBOL)ENTS AND DESIGN	Registered	2,046,698	03/18/07	Declaration Under Sections 8 & 15	03/18/03	Sergeant's Pet Products, Inc.	18	Rawhide chews for dogs.
United States	... FOR THE [LOVE] OF YOUR PET AND HEART DESIGN	Registered	1,760,944	03/30/03			Sergeant's Pet Products, Inc.	5	Insecticides, namely, flea and tick sprays and shampoos for cats and dogs.
United States	OLD WEST PET TREATS	Registered	1,803,880	11/09/03			Sergeant's Pet Products, Inc.	31	Pet treats.
United States	SNOOTERS	Registered	1,760,758	03/23/03			Sergeant's Pet Products, Inc.	31	Edible cat and dog treats.
United States	SIX SNOOTERS	Registered	1,779,806	06/29/03			Sergeant's Pet Products, Inc.	31	Edible cat and dog treats.
United States	BAA BAA-Q'S	Registered	1,861,440	11/01/04	Declaration Under Sections 8 & 15	11/01/2000	Sergeant's Pet Products, Inc.	31	Edible dog treats.
United States	SNOOTERS AND DESIGN	Registered	1,788,358	08/17/03			Sergeant's Pet Products, Inc.	31	Edible cat and dog treats.
United States	SNOOTER ROLLS	Registered	1,970,567	04/23/06	Declaration Under Sections 8 & 15	04/23/02	Sergeant's Pet Products, Inc.	31	Pet treats.
United States	FLEA-BRITES	Registered	1,949,713	01/16/06	Declaration Under Sections 8 & 15	01/16/02	Sergeant's Pet Products, Inc.	5	Flea collars for cats and dogs.
United States	BAA BITS	Registered	1,781,642	07/13/03			Sergeant's Pet Products, Inc.	31	Pet food, namely, edible pet treats.
United States	LARI-ETS	Registered	1,978,921	06/04/06	Declaration Under Sections 8 & 15	06/04/02	Sergeant's Pet Products, Inc.	28	Pet toys.
United States	MOO TOOS	Registered	1,859,892	10/25/04	Declaration Under Sections 8 & 15	10/25/00	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	STAMPEDE STICKS	Registered	1,855,331	09/20/04	Declaration Under Sections 8 & 15	09/20/00	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	OLD WEST TREAT COMPANY AND DESIGN	Registered	2,173,959	07/14/08	Declaration Under Sections 8 & 15	07/14/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MR. PORKIE'S AND DESIGN	Registered	2,290,417	11/02/09	Declaration Under Sections 8 & 15	11/02/05	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	TREATING PETS BETTER	Registered	2,197,341	10/20/08	Declaration Under Sections 8 & 15	10/20/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MR. PORKIE'S MISCELLANEOUS PIG FACE DESIGN	Registered	2,189,966	09/15/08	Declaration Under Sections 8 & 15	09/15/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.

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**Sergeant's Pet Care Products, Inc.
United States Trademark List**

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg No.</u>	<u>Expire Date</u>	<u>Maintenance Action Due to Avoid Early Cancellation</u>	<u>Maintenance Action Due Date</u>	<u>Applicant/Holder of Record</u>	<u>Int'l Class</u>	<u>Goods</u>
United States	PET LOGIC	Registered	2,197,491	10/20/08	Declaration Under Sections 8 & 15	10/20/04	Sergeant's Pet Products, Inc.	5, 8	Flea and tick repellent towelettes, flea and tick spray shampoo for pets, and flea and tick dip, Nail clippers for pets.
United States	FLUMP	Registered	2,005,202	10/01/06	Declaration Under Sections 8 & 15	10/01/02	Sergeant's Pet Products, Inc.	28	String ball toy for pets
United States	MZ. KATZ	Registered	2,196,686	10/13/08	Declaration Under Sections 8 & 15	10/13/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MZ. KATZ (STYLIZED)	Registered	2,202,258	11/03/08	Declaration Under Sections 8 & 15	11/03/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MR. MOO'S MISCELLANEOUS DESIGN	Registered	2,192,902	09/29/08	Declaration Under Sections 8 & 15	09/29/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MR. MOO'S AND DESIGN	Registered	2,192,907	09/29/08	Declaration Under Sections 8 & 15	09/29/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	PET LOGIC	Registered	2,082,038	07/22/07	Declaration Under Sections 8 & 15	07/22/03	Sergeant's Pet Products, Inc.	5, 21, 28, 31	Flea and tick collars, flea and tick shampoos, flea and tick powders, carpet deodorizers and carpet flea and tick powders, pet brushes and pet combs. Pet toys. Pet treats.
United States	KILLY Q'S	Registered	2,032,961	01/21/07	Declaration Under Sections 8 & 15	01/21/03	Sergeant's Pet Products, Inc.	31	Pet treats.
United States	KNUCKLE SANDWICH	Registered	1,858,235	10/11/04	Declaration Under Sections 8 & 15	10/11/00	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	STAMPEDE STRIPS	Registered	1,856,387	09/27/04	Declaration Under Sections 8 & 15	09/27/00	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	VITILE STIX	Registered	1,864,363	11/22/04	Declaration Under Sections 8 & 15	11/22/00	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	BANSECT	Pending Renewal	0,893,965	07/07/10			Sergeant's Pet Products, Inc.	18	Dog and cat collars incorporating an insecticide, which vaporizes and kills fleas and ticks.
United States	BEAUTY CLEAN	Registered	1,220,504	12/21/02			Sergeant's Pet Products, Inc.	3	Shampoo for dogs.

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**Sergeant's Pet Care Products, Inc.
United States Trademark List**

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United States	FOAM 'N COMB	Registered	1,284,847	07/10/04			Sergeant's Pet Products, Inc.	3	Dry shampoo for dogs and cats.
United States	RUG PATROL DOG DESIGN	Registered	1,337,518	05/28/05			Sergeant's Pet Products, Inc.	5	Carpet insecticide and freshener.
United States	RUG RELIEF	Registered	1,501,838	08/30/08			Sergeant's Pet Products, Inc.	3	Cleaning preparations with odor and stain eliminating properties.
United States	SENTRY	Renewed	0,798,686	11/16/05			Sergeant's Pet Products, Inc.	18	Plastic dog collars incorporating an insecticide, which vaporizes and kills fleas and ticks.
United States	SKIP-FLEA	Renewed	0,218,757	10/05/06			Sergeant's Pet Products, Inc.	3	Dog soap.
United States	SURE SHOT	Renewed	0,226,819	04/19/07			Sergeant's Pet Products, Inc.	5	Capsules and a liquid preparation for dogs.
United States	VITAPET	Renewed	1,020,766	09/16/05			Sergeant's Pet Products, Inc.	5	Therapeutic food supplement for dogs.
United States	WORM-AWAY	Renewed	0,740,219	11/06/02			Sergeant's Pet Products, Inc.	5	Anthelmintic for large roundworms in dogs and puppies.
United States	LAMINY-WHAMMIES	Registered	1,941,813	12/12/05	Declaration Under Sections 8 & 15	12/12/01	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MOO-Q'S	Registered	2,076,439	07/01/07	Declaration Under Sections 8 & 15	07/01/03	Sergeant's Pet Products, Inc.	31	Pet treats.
United States	POOCHI	Registered	1,493,123	06/21/08			Sergeant's Pet Products, Inc.	18	Pet collars and non-metallic pet leashes.
United States	FUR-SO-FRESH	Registered	1,673,167	01/28/02			Sergeant's Pet Products, Inc.	3	Pet shampoo.
United States	SEASONS GRR...EATINGS	Registered	2,247,388	05/25/09	Declaration Under Sections 8 & 15	05/25/05	Sergeant's Pet Products, Inc.	18	Rawhide chews for dogs.
United States	GRR...EATINGS	Registered	2,273,651	08/31/09	Declaration Under Sections 8 & 15	08/31/05	Sergeant's Pet Products, Inc.	18	Rawhide chews for dogs.
United States	VETSCRIPTION HEAL TH CARE FOR PETS	Pending	75/409,765				Sergeant's Pet Products, Inc.	5	Nutritional supplements for pets, pain relief preparations for pets, inflammation relief preparations for pets, circulation enhancing

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**Sergeant's Pet Care Products, Inc.
United States Trademark List**

Country	Mark	Status	App./ Reg No.	Expire Date	Maintenance Action Due to Avoid Early Cancellation	Maintenance Action Due Date	Applicant/Holder of Record	Int'l Class	Goods
									preparations for pets, ear miticides for pets, medicated ear claiming preparations for pets, medicated eye ointments for pets, anthelmintics for pets, flea and tick repellents for pets, and medicated preparations for relief of skin irritations in pets.
United States	VETSCRIPTION HEALING CARE FOR PETS AND DESIGN	Pending	75/409,970				Sergeant's Pet Products, Inc.	5	Nutritional supplements for pets, pain relief preparations for pets, inflammation relief preparations for pets, circulation enhancing preparations for pets, ear miticides for pets, medicated ear cleaning preparations for pets, medicated eye ointment for pets, anthelmintics for pets, flea and tick repellants for pets, and medicated preparations for relief of skin irritations in pets.
United States	PRETECT	Registered	2,298,808	12/07/09	Declaration Under Sections 8 & 15	12/07/05	Sergeant's Pet Products, Inc.	5	Flea and tick control products, namely, sprays, shampoos, medicated powders, and topical ointments for household pets and sprays, powders and aerosol foggers for premise applications

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Sergeant's Pet Care Products, Inc.
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United States	OLD WEST TREAT COMPANY	Registered	2,230,774	03/09/09	Declaration Under Sections 8 & 15	03/09/05	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MOO BITS	Registered	2,284,839	10/12/09	Declaration Under Sections 8 & 15	10/12/05	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MIXED GRILL	Registered	2,356,633	06/13/10	Declaration Under Sections 8 & 15	06/13/06	Sergeant's Pet Products, Inc.	31	Edible pet treats
United States	BARKERY	Registered	2,261,106	07/13/09	Declaration Under Sections 8 & 15	07/13/05	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	OUT-N-ABOUT	Registered	2,312,581	01/25/10	Declaration Under Sections 8 & 15	01/25/06	Sergeant's Pet Products, Inc.	18	Pet collars.
United States	LEAD-A-LONGS	Registered	2,309,969	01/18/10	Declaration Under Sections 8 & 15	01/18/06	Sergeant's Pet Products, Inc.	18	Pet leashes.
United States	NECK-O-RATIONS	Registered	2,327,369	03/07/10	Declaration Under Sections 8 & 15	03/07/06	Sergeant's Pet Products, Inc.	18	Pet collars.
United States	MOO-PURRS	Registered	2,356,227	06/06/10	Declaration Under Sections 8 & 15	06/06/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	BAA-PURRS	Registered	2,361,525	06/27/10	Declaration Under Sections 8 & 15	06/27/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	SHRIMP-PURRS	Registered	2,363,890	07/04/10	Declaration Under Sections 8 & 15	07/04/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	SALMON-PURRS	Pending	75/572,300				Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	TUGN CHEW	Pending	75/600,597		Statement of Use	12/07/00	Sergeant's Pet Products, Inc.	28	Chew toy for dogs.
United States	UNCLE SAM'S	Registered	2,346,355	05/02/10	Declaration Under Sections 8 & 15	05/02/06	Sergeant's Pet Products, Inc.	31	Dog and cat treats in the nature of processed natural animal products
United States	UNCLE SAM	Registered	0,873,563	07/22/09			Sergeant's Pet Products, Inc.	31	Livestock feeds.
United States	PETSATIONS	Pending	75/665,748		Statement of Use	09/21/00	Sergeant's Pet Products, Inc.	18, 31	Rawhide chews for dogs. Edible pet treats.
United States	FOR THE [LOVE] OF YOUR PET UNCLE SAM'S NATURAL PET TREATS AND DESIGN	Registered	2,314,778	02/01/10	Declaration Under Sections 8 & 15	02/01/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	FOR THE [LOVE] OF YOUR PET UNCLE SAM'S NATURAL DOG TREATS AND DESIGN	Registered	2,316,801	02/08/10	Declaration Under Sections 8 & 15	02/08/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	FOR THE [LOVE] OF YOUR	Registered	2,314,779	02/01/10	Declaration Under	02/01/06	Sergeant's Pet Products, Inc.	18	Rawhide chews for dogs.

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**Sergeant's Pet Care Products, Inc.
United States Trademark List**

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	PET UNCLE SAM'S PREMIUM RAWHIDE AND DESIGN				Sections 8 & 15				
United States	FOR THE [LOVE] OF YOUR PET UNCLE SAM'S NATURAL RAWHIDE AND DESIGN	Registered	2,321,861	02/22/10	Declaration Under Sections 8 & 15	02/22/06	Sergeant's Pet Products, Inc.	18	Rawhide chews for dogs.
United States	GEISLER AND DESIGN	Renewed	0,973,692	11/27/03			ConAgra Brands, Inc.	5, 18, 31	Medicines and pharmaceutical preparations for animals and birds; namely, vitamins, tonics, ointments, digestive aids, cold aids, blood aids; animal equipment, namely, bird and animal cages, feed and water cups and covers, perches, swings, ladders, carpet scratchers, hamster and bird wheels, litter pans, feeders, waterers, toys and cuttlebone; foods for animals and birds
United States	GEISLER FOR THE LOVE OF YOUR PET AND DESIGN	Registered	1,151,427	04/21/01			ConAgra Brands, Inc.	5, 18, 20, 21, 28, 31	Medicines and pharmaceutical preparations for animals; namely, vitamins, tonics, ointments, cod liver oil, wheat germ oil, inhalants, digestive aids, cold aids, blood aids and medicated foods; small animal scratching posts, covers, perches, swings, ladders and exercise wheels; cuttlebone; animal equipment; namely, bird

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									and animal cages, litter pans, cups; toys for animals; food for animals.
United States	SERGEANT'S (Stylized) *	Renewed	0,510,446	05/31/09			ConAgra Brands, Inc.	5	Flea soap.
United States	SERGEANT'S *	Renewed	0,066,521	12/10/07			ConAgra Brands, Inc.	5	Dog remedies, mange- ointment, remedy for fleas, canker-wash, remedy for worms, and constipation cure.
United States	SERGEANT'S *	Renewed	0,504,266	11/30/08			ConAgra Brands, Inc.	5	Mange medicine.
United States	SERGEANT'S *	Renewed	0,513,994	08/23/09			ConAgra Brands, Inc.	5	Tick killer in powder form and skin balm for use on dogs, puppy capsules, vitamin capsules, sarcopic mange medicine, flea powder, disinfectant.
United States	SERGEANT'S *	Renewed	0,964,497	07/24/03			ConAgra Brands, Inc.	28	Pet toys.
United States	SERGEANT'S *	Renewed	0,533,069	11/07/00			ConAgra Brands, Inc.	3	Dry cleaner powder preparation for use on dogs and cats; a liquid preparation for removing stains from fabrics and textile materials caused by animals, and soap.
United States	SERGEANT'S *	Renewed	0,816,443	10/11/06			ConAgra Brands, Inc.	5	Plastic dog collars incorporating an insecticide which vaporizes and kills fleas and ticks.
United States	SHOO!	Registered	1,614,506	09/25/00			ConAgra, Inc.	1	Chemical repellant for use in the training of dogs and cats.
United States	FM FOR THE BIRDS	Registered	1,160,195	07/07/01			ConAgra, Inc.	31	Wild bird feed.
United States	TAKE A BIRD TO LUNCH IT	Registered	1,174,452	10/20/01			ConAgra, Inc.	31	A kit consisting of a bird feeder and bird feed.

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<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Expire Date</u>	<u>Maintenance Action Due to Avoid Early Cancellation</u>	<u>Maintenance Action Due Date</u>	<u>Applicant/Holder of Record</u>	<u>Int'l Class</u>	<u>Goods</u>
United States	ATLANTIS	Registered	1,207,788	09/14/02			ComAgra, Inc.	5, 6, 7, 8, 9, 11, 16, 17, 20, 22, 31	Fungicides and germicides; metallic pumps; vibrator air pumps and valves for aquariums; hand scrapers for aquariums; thermometers; electric light bulbs and heaters for aquariums; aquariums, aquarium filters, and aquarium equipment – namely, air stones, aerating ornaments, sea anchors, pirate cannons, sunken barrels, sign posts, and pearl clams; vinyl tubing; artificial plastic aquarium plants; fish nets; fish food.
United States	DOUBLE DUTY	Registered	1,219,647	12/14/02			ComAgra, Inc.	5	Flea collars for dogs and cats.
United States	PROFESSIONAL FORMULA	Registered	1,197,086	06/01/02			ComAgra, Inc.	31	Dog food.

* All designated "Sergeant's" marks and designs are licensed to Sergeant's Pet Care Products, Inc. ("Debtor") pursuant to a Trademark License Agreement dated September 1, 2000, by and among Debtor, ComAgra Brands, Inc., ComAgra Limited and Sergeant's Pet Products, Inc.

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

None.

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that SERGEANT'S PET CARE PRODUCTS, INC. ("Debtor"), having an office at 3131 Mckinney, Suite 200, Dallas, Texas 75204 hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (SOUTHWEST) ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: September 1, 2000

SERGEANT'S PET CARE PRODUCTS, INC.

By: _____
Alan D. Brown
Chairman of the Board

STATE OF _____)
) ss.:
COUNTY OF _____)

On this 1st day of September, 2000, before me personally came Alan D. Brown, to me known, who being duly sworn, did depose and say, that he is the Chairman of the Board of SERGEANT'S PET CARE PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

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1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: September 1, 2000

SERGEANT'S PET CARE PRODUCTS, INC.

By: _____

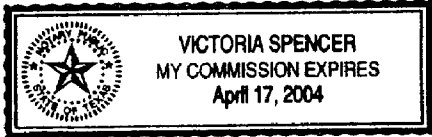
Alan D. Brown

Chairman of the Board

9090.100:127862.01

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

On this 1st day of September, 2000, before me personally came Alan D. Brown, to me known, who being duly sworn, did depose and say, that he is the Chairman of the Board of SERGEANT'S PET CARE PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Vict Spencer
Notary Public